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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th April, 2025

No. 13/1/9530(511650)-HII(2)-2025/6556.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **86/2018** dated **11.03.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

1. BALJEET SINGH S/O SHRI KRISHAN GOPAL
2. YOGESH KUMAR S/O SHRI JAI BHAGWAN
3. ARTI AHUJA D/O SHRI GULSHAN AHUJA
4. KAMAL MAHEY S/O SHRI ROOP SINGH
5. HARISH KUMAR S/O SHRI KRISHAN CHAND
6. SATWINDER SINGH SAINI S/O SHRI RAJINDER SINGH SAINI
7. PARVEEN KUMAR S/O BHAG SINGH
8. KUSUM LATA D/O SHRI BARINDER SINGH
9. SUBHASH CHAND S/O SHRI TEK RAM

H. NO. 3274, SECTOR 41-D, CHANDIGARH (Workman)

AND

M/S ULTIMATE AUTOMOBILES PVT. LTD., PLOT NO. 154-155, INDUSTRIAL AREA,
PHASE – I, CHANDIGARH. (Management)

AWARD

1. Vide Endorsement No.13/1/9530-HII(2)-2018/12430 Dated 13.08.2018 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the demand notice raised by (703)

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Baljeet Singh & Others (*here-in-after referred "workmen"*) upon M/s Ultimate Automobiles Pvt. Ltd. (*here-in-after in referred "management"*) under the Industrial Disputes Act, 1947 (*here-in-after in short referred "ID Act"*) in following words :-

"Whether the demand raised in the demand notice dated 15.05.2018 by Shri Baljeet Singh S/o Shri Krishan Gopal, Shri Yogesh Kumar S/o Shri Jai Bhagwan, Ms Arti Ahuja D/o Shri Gulshan Ahuja, Shri Kamal Mahey S/o Shri Roop Singh, Shri Harish Kumar S/o Shri Krishan Chand, Shri Satwinder Singh Saini S/o Shri Rajinder Singh Saini, Shri Parveen Kumar S/o Bhag Singh, Ms. Kusum Lata D/o Shri Barinder Singh, Shri Subhash Chand S/o Shri Tek Ram AND M/s Ultimate Automobiles Pvt. Ltd., Plot No.154-155, Industrial Area, Phase – I, Chandigarh are genuine and justified. If so, to what effect and to what relief the Union/Workers are entitled to, if any ?"

2. Upon notice, the workmen appeared through their Representative Shri Subhash Talwar. Statement of claim was filed on 05.04.2019. Briefly stated the averments of statement of claim are that the workmen were working with the respondent-management (*here-in-after 'management'*) as per amended Annexure – A, mentioned as below ;

| <u>Sr. No.</u> | <u>Name</u> | <u>Designation</u> | <u>Date of Appointment</u> | <u>Wages</u> | <u>Date of Termination</u> |
|----------------|-----------------|--------------------|----------------------------|--------------|----------------------------|
| 1. | Yogesh Kumar | SA | 17.08.2008 | 13100/- | 24.11.2017 |
| 2. | Parveen | SA | 13.01.2014 | 13000/- | 24.11.2017 |
| 3. | Harish | SA | 15.01.2014 | 11050/- | 24.11.2017 |
| 4. | Ruby | CRE | 23.05.2015 | 9900/- | 24.11.2017 |
| 5. | Kusum | CRE | 24.01.2014 | 9900/- | 24.11.2017 |
| 6. | Arti | CRE | 01.02.2012 | 19900/- | 24.11.2017 |
| 7. | Subhash | Driver | 04.04.2012 | 9800/- | 24.11.2017 |
| 8. | Satwinder Singh | SA | 15.12.2012 | 13000/- | 24.11.2017 |
| 9. | Kamal Mahey | WA | 01.02.2012 | 14000/- | 24.11.2017 |
| 10. | Baljeet Singh | SM | 01.04.1999 | 19600/- | 24.11.2017 |

The management refused work to all the workmen from the dates mentioned in the Annexure – A without assigning any reason and notice. The workmen were regularly demanding bonus, uniform, leaves, incentives, ESI, Provident Fund benefits and leave encashment etc. from the management. The management denied all the facilities to the workmen on one pretext or the other. The management appointed one Sh. A. R. Talwar, IAS (Retd.) as Managing Director in the year 2017. The day Mr. A. R. Talwar joined services, he started harassing and threatening workers involving them in false cases if workers did not stop demanding their legal rights from the management. He also threatened workers with transfer from Chandigarh to far of places. He started putting pressure on workers either tendered resignation, sign blank papers or face termination. The workmen then left with no other alternative than to lodge a complaint with Home Secretary, Secretary Labour, Labour Commissioner, ESI and Provident Funds and SSP, Chandigarh for information and necessary action into the matter. The day it came to the notice of the management, he refused work to the entire workmen

without assigning any reason and notice. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh, called the parties in his office for amicable settlement. The management did not appear on any date but preferred to send a practicing Advocate. He was directed by the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh for production of record of attendance, bonus, leaves, ESI and EPF contribution. The Representative for the management did not comply the lawful order of the Conciliation Officer and also did not produce the record. The management's Representative also refused to take the workmen back on duty before the Conciliation Officer. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh submitted his failure report to the Chandigarh Administration for further submission the matter to the Industrial Tribunal & Labour Court, U.T., Chandigarh for adjudication. Hence, the present reference.

3. It is further averred that workers are not paid bonus by the management but their signatures are obtained on the vouchers and register. The uniform was also not issued to the workers but their signatures were obtained on the register to show that uniform has been supplied to the workman. The management stopped payment of incentive to the workmen for which they are legally entitled. The management used to pay incentive to the workers earlier. The management has violated Section 9A of the ID Act. The workers were forced to work over-time but they were not paid over-time allowance by the management. The workmen are denied all kinds of leaves. If any worker availed leave for one day, two days wages of the worker is cut as punishment of taking leave. There was no complaint against any of the workmen with regard to his / her work and conduct from any of his superior, colleagues and customers. The refusal of work amounts to termination is retrenchment under Section 2(oo) of ID Act. The management has also violated Section 25 of the ID Act. No charge-sheet was issued, no inquiry was held and they were not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. Prayer is made that :-

- i. all the workmen may be reinstated with continuity of service along with full back wages without any change in their service conditions,
- ii. bonus for the year 2014-15 to 2017-18 may be paid to all the workmen from the date of their joining,
- iii. the leaves due to their credit may also be got en-cashed,
- iv. ESI and Provident Fund benefit be provided to all the workers from the date they were made members of the scheme and
- v. the incentive to all the workmen be paid from the date of their joining.

The claim statement is accompanied with amended Annexure – A.

4. On notice, management contested the claim statement by filing written statement dated 06.06.2019 wherein the preliminary submissions are made to the fact that the present claim petition (*here-in-after 'claim statement'*) has been filed by 10 claimants (*here-in-after 'workmen'*) alleging the termination of their services and for their other demands. The present joint claim statement is not maintainable under the provisions of the ID Act. Besides, the claim statement has been filed as a consequence of reference of dispute received by this Court for adjudication of the dispute between the parties. The claim is beyond the scope of the reference. Neither before the Conciliation Officer nor in the reference, the issue of termination has been raised by the workmen and no reference of termination has been made by the appropriate Govt. A copy of complaint filed by the workmen before The Assistant Labour Commissioner, U.T. Chandigarh would depict that no reference of termination has ever been made by the workmen. Rather, it was the stand of the management which is on the record of the Assistant Labour Commissioner that workmen are not attending their duties and they are absconding from their duties. Despite the statement having been made on behalf of the management before the Assistant Labour Commissioner, the workmen have not rejoined the management. In fact, in the management

everything was going smooth and without any hinderance until Sh. Baljeet Singh had been transferred to Panchkula Branch on 20.11.2017. The transfer letter had been refused to be accepted by Sh. Baljeet Singh and thereafter he had instigated other employees to file complaint before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh, levelling baseless and unfounded allegations against the management. After the refusal of transfer order by Sh. Baljeet Singh, again vide registered letter dated 14.12.2017, the transfer order had been sent but despite that he remained absent and did not join his assignment at Panchkula. Besides, Sh. Baljeet Singh and all other workmen are also on un-authorized absence and did not join the establishment despite various letters / notices issued in this regard. Mr. Parveen Kumar had refused to accept the registered letter as per the postal authorities. With regard to the letter sent to Sh. Kamal Mahey, he has shifted his residence without information and thus, letter could not be delivered to him as per the report of postal authorities. The management is regularly complying with the provisions of the various labour laws and the allegation of the workmen that management is violating the provisions of the labour laws are baseless and without any merits.

5. Further on merits, it is stated that it is wrong to alleged that the services of the workmen had been terminated. Every facilities were being provided to the workmen as per the provisions of the labour laws. It is denied that Managing Director of the management company has harassed and threatened the workmen as alleged. Bald allegations have been levelled by the workmen against the management, for which the management reserves its right to initiate appropriate proceedings against the workmen. The management had appeared on each and every date through its Authorised Representative and each and every available and relevant record had been produced before the Assistant Labour Commissioner, U.T. Chandigarh. It was due to adamant and hyper attitude of the workmen the conciliation could not be made and the matter could not be amicably settled. The workmen had been paid the due incentives on every occasion. It is wrong to alleged that the signatures of the workman have been obtained on the vouchers and registers. Now it has become a common practice to make a submission in the claim statement that signatures of the workmen have been obtained by the employer, although the fact is far above. The eligible employees of the establishment including the workmen have been given due incentive, although that is not a right of an employee. The incentive is given to encourage employee if he excels in his works and achieve the targets set by the management. Whenever the employees had achieved the target, incentive was given to them. Secondly, incentive has been given regularly on the basis of their performance and keeping in view the earning / profits of the organisation. Thirdly, ESI and EPF was regularly deducted and deposited with the concerned authorities. With regard to the encashment of leave, as per the rules of the company, the employees have to avail their authorised leave within the calendar year. Fifthly, none of the employees has ever been asked to sign on a blank paper. This allegation is totally false and mischievous conduct on the part of the workmen. Further similar stand is taken as taken in the preliminary submission. Rest of the averments of the claim statement are denied as wrong. Prayer is made that the reference may be answered against the workmen and in favour of the management and the claim statement filed by the workmen may be rejected.

6. Workmen filed rejoinder dated 06.08.2019 wherein it is specifically pleaded that the transfer letter was never issued to workman Baljeet Singh and he did not instigate other workers to file complaint before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh. No registered letter was ever received by Baljeet Singh. The other workers never absented from duties. The entire workers are ready to join their duties with immediate effect with continuity of service along with full back wages and without any change in their service conditions. No letter was ever received by Kamal Mahey and Parveen Kumar. The letters referred as Annexure R-1 to Annexure R are not attached with the written statement by the management. The management is not complying the labour laws applicable to him. The complaint is the result of non-complying the labour laws by the management. Rest of the contents of the written statement except admitted facts are denied and averments of claim statement are reiterated.

7. From the pleadings of parties, following issues were framed vide order dated 06.08.2019 :-

1. Whether the demand raised in the demand notice dated 15.05.2018 by the workmen to the management is genuine & justified, if so, to what effect and to what relief the workmen are entitled to, if any ? OPW
2. Whether the claim of the workmen is not maintainable ? OPM
3. Relief.

8. In evidence, workmen examined themselves i.e. AW1 Baljeet Singh S/o Krishan Gopal, AW2 Yogesh Kumar S/o Jai Bhagwan, AW3 Aarti W/o Gulshan Rai, AW4 Kamal Mahey S/o Roop Singh, AW5 Harish S/o Krishan Chand, AW6 Satwinder Singh S/o Rajinder Singh, AW7 Parveen Kumar S/o Bhag Singh, AW8 Kusum W/o Barinder Singh, AW9 Subhash Chand S/o Tek Ram who tendered their respective affidavits Exhibit 'AW1/A' to Exhibit 'AW9/A'. On 16.05.2024, Learned Representative for the workmen closed evidence in affirmative.

9. On the other hand, the management examined MW1 Sanjeev Bhandari, General Manager M/s Ultimate Automobiles Pvt. Ltd. who tendered his affidavit as Exhibit 'MW1/A' along with original authority letter dated 30.07.2024 vide **Exhibit 'M1'** and copies of documents i.e. complaint dated Nil of workman Baljeet Singh & Others, received by management through e-mail dated 21.12.2017 vide **Exhibit 'M2'**, order dated 20.11.2017 passed by CEO of M/s Ultimate Automobiles Pvt. Ltd. vide **Exhibit 'M3'**, letter dated 29.11.2017 addressed from CEO of M/s Ultimate Automobiles Pvt. Ltd. to Baljeet Singh, ASM on the subject of notice for absence from duty vide **Exhibit 'M4'**, letter dated 29.11.2017 addressed from CEO of M/s Ultimate Automobiles Pvt. Ltd. to Aarti Ahuja, CRM-Service on the subject of notice for absence from duty vide **Exhibit 'M5'**, letter dated 29.11.2017 addressed from CEO of M/s Ultimate Automobiles Pvt. Ltd. to Mrs. Kusum Lata, CRE-Service on the subject of notice for absence from duty vide **Exhibit 'M6'**, letter dated 29.11.2017 addressed from CEO of M/s Ultimate Automobiles Pvt. Ltd. to Mr. Subhash Chand, Driver on the subject of notice for absence from duty vide **Exhibit 'M7'**, letter dated 29.11.2017 addressed from CEO of M/s Ultimate Automobiles Pvt. Ltd. to Mr. Satvinder Singh, Floor In-charge on the subject of notice for absence from duty vide **Exhibit 'M8'**, letter dated 29.11.2017 addressed from CEO of M/s Ultimate Automobiles Pvt. Ltd. to Harish Kumar, Service Advisor on the subject of notice for absence from duty vide **Exhibit 'M9'**, letter dated 14.12.2017 addressed from Authorised Signatory of M/s Ultimate Automobiles Pvt. Ltd. to Kamal Mahay, Warranty In-charge on the subject of reply to notice dated 29.11.2017 regarding alleged absenteeism vide **Exhibit 'M10'**, letter dated 14.12.2017 addressed from Authorised Signatory of M/s Ultimate Automobiles Pvt. Ltd. to Mr. Harish Kumar on the subject of reply to notice dated 29.11.2017 regarding alleged absenteeism vide **Exhibit 'M11'**, letter dated 14.12.2017 addressed from Authorised Signatory of M/s Ultimate Automobiles Pvt. Ltd. to Mr. Satvinder Singh on the subject of reply to notice dated 29.11.2017 regarding alleged absenteeism vide **Exhibit 'M12'**, letter dated 14.12.2017 addressed from Authorised Signatory of M/s Ultimate Automobiles Pvt. Ltd. to Mr. Parveen Kumar on the subject of reply to notice dated 29.11.2017 regarding alleged absenteeism vide **Exhibit 'M13'**, letter dated 14.12.2017 addressed from Authorised Signatory of M/s Ultimate Automobiles Pvt. Ltd. to Mr. Subhash Chand on the subject of reply to notice dated 29.11.2017 regarding alleged absenteeism vide **Exhibit 'M14'**, letter dated 14.12.2017 addressed from Authorised Signatory of M/s Ultimate Automobiles Pvt. Ltd. to Mrs. Kusum Lata on the subject of reply to notice dated 29.11.2017 regarding alleged absenteeism vide **Exhibit 'M15'**, letter dated 14.12.2017 addressed from Authorised Signatory of M/s Ultimate Automobiles Pvt. Ltd. to Mrs. Aarti Ahuja on the subject of reply to notice dated 29.11.2017 regarding alleged absenteeism vide **Exhibit 'M16'**, letter dated 14.12.2017 addressed from Authorised Signatory of M/s Ultimate Automobiles Pvt. Ltd. to Satvinder Singh on the subject of reply to notice dated 29.11.2017 regarding alleged absenteeism vide **Exhibit 'M17'**, letter dated 14.12.2017 addressed from Authorised Signatory of M/s Ultimate Automobiles Pvt. Ltd. to Mr. Parveen Kumar

on the subject of reply to notice dated 29.11.2017 regarding alleged absenteeism vide **Exhibit 'M18'**, leave record of Baljeet Singh, Aarti, Kamal Mahay, Yogesh Kumar for the period April 2013 to December 2017 (colly) vide **Exhibit 'M19'**, leave record of Harish Kumar, Satvinder Singh, Subhash Chand, Parveen, Kusum Lata (colly) for the period January 2016 to December 2017 (colly) vide **Exhibit 'M20'**, receipts dated 16.10.2017 issued to Baljeet Singh, Aarti, Satvinder Singh, Subhash Chand towards incentive, receipts dated 28.09.2017 issued to Satvinder Singh, Harish, Subhash Chand, towards incentive (colly) vide **Exhibit 'M21'**, statement of payment of Employees Provident Fund of the wage month April 2017 to November 2017 accompanied with EPF detail vide **Exhibit 'M22'** and ESI details for the period April 2017 to November 2017 vide **Exhibit 'M23'..**

10. On 04.02.2025, Learned Representative for management closed oral evidence and on 03.03.2025 closed documentary evidence.

11. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise finding are as below :-

Issues No. 1 & 2 :

12. Both these issues are taken up together being inter-connected and in order to avoid repetition of discussion.

13. Onus to prove issue No.1 is on the workman and onus to prove issue No.2 is on the management.

14. In support of claim statement, workmen namely AW1 Baljeet Singh, AW2 Yogesh Kumar, AW3 Aarti, AW4 Kamal Mahey, AW5 Harish, AW6 Satwinder Singh, AW7 Parveen Kumar, AW8 Kusum, AW9 Subhash Chand vide their respective affidavits Exhibit 'AW1/A' to Exhibit 'AW9/A', in verbatim to each other deposed the entire contents of claim statement which are not reproduced here for the sake of brevity.

15. On the other hand, management examined MW1 Sanjeev Bhandari, General Manager M/s Ultimate Automobiles Pvt. Ltd. who vide his affidavit Exhibit 'MW1/A' deposed all the material contents of the written statement which are not reproduced here to avoid repetition. MW1 supported his oral version with documents Exhibit 'M1' to Exhibit 'M23'. It is pertinent to mention here that at the time of recording his testimony MW1 produced the original of Exhibit 'M3' to Exhibit 'M21' which were seen and returned.

16. From the oral as well as documentary evidence led by the parties, it comes out that undisputedly workman Yogesh Kumar remained in the employment of the management from 17.08.2008 to 24.11.2017 on monthly wages of ` 13,100/-, workman Parveen remained in the employment of the management from 13.01.2014 to 24.11.2017 on monthly wages of ` 13,000/-, workman Harish remained in the employment of the management from 15.01.2014 to 24.11.2017 on monthly wages of ` 11,050/-, workman Kusum remained in the employment of the management from 24.01.2014 to 24.11.2017 on monthly wages of ` 9,900/-, workman Arti remained in the employment of the management from 01.02.2012 to 24.11.2017 on monthly wages of ` 19,900/-, workman Subhash remained in the employment of the management from 04.04.2012 to 24.11.2017 on monthly wages of ` 9,800/-, workman Satwinder Singh remained in the employment of the management from 15.12.2012 to 24.11.2017 on monthly wages of ` 13,000/-, workman Kamal Mahey remained in the employment of the management from 01.02.2012 to 24.11.2017 on monthly wages of ` 14,000/- and workman Baljeet Singh remained in the employment of the management from 01.04.1999 to 24.11.2017 on monthly wages of ` 19,600/-, as shown in amended Annexure -A. Thus, all the workmen are proved to have completed continuous service of 240 days in 12 calendar months preceding their alleged date of termination i.e. 24.11.2017.

17. In the present case, apart from challenging the verbal order of termination of services dated 24.11.2017, seeking reinstatement, continuity of service along with full back wages, the workmen have also raised the following demands:-

- bonus for the year 2014-15 to 2017-18 may be paid to all the workmen from the date of their joining,
- the leaves due to their credit may also be got en-cashed,
- ESI and Provident Fund benefit be provided to all the workers from the date they were made members of the scheme and
- The incentive to all the workmen be paid from the date of their joining.

18. As far as the demand of payment of bonus to the workmen from the date of their joining is concerned, AW1 to AW9 denied the suggestion as wrong that on each Diwali they used to get bonus. The volunteer statement of AWs that their signatures were obtained on the register without paying any bonus is not acceptable because all the AWs are literate and no literate person or of ordinary prudence would sign towards receipt of any payment without actually receiving the same. Moreover, the workmen may file an application claiming bonus before the Competent Authority under The Payment of Bonus Act.

19. As far as the demand of leave encashment raised by the workmen is concerned, from the leave record Exhibit 'M19' and Exhibit 'M20', it is sufficiently proved on record that there is no un-availed leave in the credit of any of the workmen.

20. As far as demand of ESI raised by the workmen is concerned, from Exhibit 'M23', it is duly proved on record that all the workmen are given the benefit of ESI from the date they are covered under the ESI Scheme. Learned Representative for the workmen failed to point out any discrepancy in ESI record Exhibit 'M23'.

21. As far as demand of EPF raised by the workmen is concerned AW1 Baljeet Singh in his cross-examination stated that they are covered under the ESI Scheme from year 1999 to 2017. They did not file any complaint before EPF Authorities alleging that EPF is not correctly deposited. AW2 Yogesh Kumar in his cross-examination stated that they are covered under the ESI Scheme from year 2008 to 2017. They did not file any complaint before EPF Authorities alleging that EPF is not correctly deposited. AW3 Aarti in her cross-examination stated that they are covered under the ESI Scheme from year 2012 to 2017. They did not file any complaint before EPF Authorities alleging that EPF is not correctly deposited. AW4 Kamal Mahey in his cross-examination stated that they are covered under the ESI Scheme from year 2012 to 2017. They did not file any complaint before EPF Authorities alleging that EPF is not correctly deposited. AW5 Harish in his cross-examination stated that they are covered under the ESI Scheme from year 2014 to 2017. They did not file any complaint before EPF Authorities alleging that EPF is not correctly deposited. AW6 Satwinder Singh in his cross-examination stated that they are covered under the ESI Scheme from year 2012 to 2017. They did not file any complaint before EPF Authorities alleging that EPF is not correctly deposited. AW7 Parveen Kumar in his cross-examination stated that they are covered under the ESI Scheme from year 2004 to 2017. They did not file any complaint before EPF Authorities alleging that EPF is not correctly deposited. AW8 Kusum in his cross-examination stated that they are covered under the ESI Scheme from year 2016 to 2017. They did not file any complaint before EPF Authorities alleging that EPF is not correctly deposited. AW9 Subhash Chand in his cross-examination stated that they are covered under the ESI Scheme from year 2012 to 2017. They did not file any complaint before EPF Authorities alleging that EPF is not correctly deposited. Perusal of Exhibit 'M22' would show that EPF record of the workmen is properly maintained.

22. As far as demand of incentives raised by the workmen is concerned, the management's plea that the workmen had already received the incentive permissible within the parameters of policy of the management, stands proved from Exhibit 'M21'.

23. As far as the demand of payment of over-time allowance raised in the claim statement (not mentioned in the prayer clause) is concerned, in the present case the workmen did not prove into evidence any calculation of their over-time work in the form of hours or days.

24. The demands raised by the workmen with regard to leave encashment, benefits of Employee State Insurance Scheme, Provident Fund and incentives being justified are already addressed by the management. As discussed above, the workman may seek remedy for the benefit of Bonus, before the Competent Authority under the Payment of Bonus Act.

25. As far as termination of the services of the workmen w.e.f. 24.11.2017 is concerned, Learned Representative for the workmen argued that the workmen were regularly demanding bonus, uniform, leaves, incentives, ESI, Provident Fund benefits and leave encashment etc. from the management. The management denied all the facilities to the workmen on one pretext or the other. The management appointed one Sh. A. R. Talwar, IAS (Retd.) as Managing Director in the year 2017. The day Mr. A. R. Talwar joined services, he started harassing and threatening workers involving them in false cases if workers did not stop demanding their legal rights from the management. He also threatened workers with transfer from Chandigarh to far of places. He started putting pressure on workers either to tender resignation, sign blank papers or face termination. The workmen then lodged a complaint with Home Secretary, Secretary Labour, Labour Commissioner and forwarded copy of complaint to office of Employee's State Insurance Scheme and Provident Funds and SSP, Chandigarh for information and necessary action into the matter. The day it came to the notice of the management, the work was refused to the entire workmen without assigning any reason and notice by the management. Learned Representative for workmen further argued that the verbal order of refusal of work amounts to termination which is retrenchment under Section 2(oo) of the ID Act. The management has neither charge-sheeted nor held inquiry nor paid retrenchment compensation at the time of termination to the workmen, therefore, the management has also violated Section 25F of the ID Act. The conciliation proceedings before Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh failed, he submitted failure report in the matter to the Chandigarh Administration. The Secretary Labour, Chandigarh Administration vide reference order dated 13.08.2018 by invoking Section 10(1)(c) of the ID Act referred the matter to this Labour Court for adjudication of the issue.

26. On the other hand, Learned Representative for the management argued that the present industrial dispute is not maintainable under the provisions of law. The claim statement has been filed as a consequence of reference of dispute received by this Court for adjudication. The relief of reinstatement claimed in the present claim statement is beyond the scope of demand notice as well as referral order. In the complaint dated Nil addressed by the workmen to the DC, U.T. Chandigarh following 5 demands were set up :-

- I. The workmen are not paid any bonus,
- II. The workmen are not paid over-time allowance,
- III. The workmen are not provided uniform allowance,
- IV. ESI and EPF contribution is deducted by the management but the same has not been deposited,
- V. The workmen are not provided incentive.

27. On failure of conciliation proceedings, the matter has been referred to this Court vide reference order dated 13.03.2018 by the Secretary Labour, Chandigarh Administration for adjudication of the issue 'whether the demands raised in the demand notice dated 15.05.2018 by the workmen are genuine and justified, if so, to what effect and to what relief the Union/workmen are entitled to, if any?' The alleged termination of services and the relief of reinstatement sought by the workmen in the present claim statement is neither within the scope of the demand notice nor reference order dated 13.03.2018. Learned Representative for the management argued that in the context of ID Act, when workers have raised demand notice concerning issues like bonus, leave encashment and alleged threats of termination by the management and if conciliation proceedings fail leading to a reference to the Industrial Tribunal for adjudication, the termination of any workers service introduced in new dimension to the dispute. The workers can challenge the termination by raising individual, fresh Industrial Dispute which may involve submitting a new demand notice specifically addressing the termination. To support his argument, Learned Representative for management referred cross-examination of AW1 wherein he stated that he is seeking reinstatement with continuity of service and consequential benefits. He has seen demand notice dated Nil, accompanied with reference order dated 13.03.2018. In the demand notice, they have mentioned their grievance that management is forcing them to resign and withheld the due benefits and prayer has been made that workers may be rescued from the atrocities, maltreatment of the management and management may be directed to implement all labour / service benefits laws, ESI and EPF facilities be provided to the workmen. AW1 further stated that at the time of raising the aforesaid demand notice, they were in service but were not allowed to enter the premises of the management. AW1 further stated that except the aforesaid demand notice, no other demand notice was raised by the management. Learned Representative for the workmen argued that similar is the version of AW2 to AW9 in their cross-examination.

28. To my opinion, as far as objection that joint claim statement is not maintainable is concerned, Section 10(1) of the ID Act allow the appropriate Govt. to refer an Industrial Dispute to the Labour Court, Tribunal or National Tribunal. Section 2A (amended in 2010) allows an individual workman to raise a dispute regarding dismissal, discharge or retrenchment. If multiple workmen face common grievance (e.g. termination, unfair labour practice or wage dispute) they can file a joint claim statement if their interests are aligned. Learned Representative for the workmen referred judgments reported in AIR 2007 SC 1792, AIR 1961 SC 857 and AIR 1984 SC 505. Hon'ble Supreme Court in **Workmen of Dharampal Premchand Ltd. Versus Dharampal Premchand Ltd.** reported in AIR 2007 SC 1792 held that if multiple workmen are affected by the same action of the employer, the dispute can be collectively raised as an Industrial Dispute. In **Ram Parshad Vishwakarma Versus Industrial Tribunal**, reported in AIR 1961 SC 857, Hon'ble Supreme Court ruled that workmen who are part of the same trade union or collective representation can raise a joint dispute. In **Management of M/s Glaxo Laboratories Versus Presiding Officer, Labour Court, Meerut** reported in AIR 1984 SC 505, Hon'ble Supreme Court held that if a group of workmen is affected by a common cause (e.g. unfair labour practice or mass termination) they can file a joint claim statement. The law laid down by the Hon'ble Supreme Court in judgments referred supra is applicable to the facts of the present case to an extent as in this case all the workmen raised joint demand claiming benefits of incentive, bonus, leave encashment, EPF and ESI etc. and all the workmen are allegedly terminated from their service by refusal of work from the same date i.e. 24.11.2017. The joint claim statement by the 10 workmen who are affected by common cause, is duly maintainable under Section 2(k) of the ID Act.

29. As far as objection raised by the management that this Court is not competent to adjudicate the matter beyond the scope of the reference order dated 13.03.2018 is concerned, in cases where termination occurs during the pendency of conciliation or adjudication, the Tribunal may permit workmen to file a claim statement within the same reference, treating the termination as part of broader industrial dispute. Hon'ble Supreme Court in a judgment referred by Learned Representative for the workmen titled as **Life Insurance Corporation of India Versus D. J. Bahadur and Another**, reported in (1981)1 SCC 315, held that an Industrial Dispute can evolve, and if termination is an off shot of the main dispute, it may be adjudicated within the same reference. In another judgment of Hon'ble Supreme Court referred by Learned Representative

for workmen titled as ***Bangalore Metropolitan Transport Corp. Versus A. Vijay Kumar*** reported in (2020) 15 SCC 436 ruled that if termination is in relation to an outgoing Industrial Dispute, it may be included in the same proceedings. The ratio of the rulings referred supra is applicable to the facts of the present case to an extent.

30. As far as the termination of services of the workmen is concerned, Learned Representative for the workmen argued that the management refused work to the entire workmen without assigning any reason and notice on 24.11.2017 when the management came to the knowledge of the fact that workmen have filed a complaint before Secretary Labour, Chandigarh Administration, against the management. While terminating the services of the workmen, the management did not comply with the provision of Section 25-F of the ID Act. Besides, before issuing transfer order dated 20.11.2017 / Exhibit 'M3' whereby workmen Baljeet Singh was transferred from his present place of posting to Panchkula, the management failed to comply the provision of Section 9A of the ID Act.

31. On the other hand, Learned Representative for the management argued that in the management everything was going smooth and without any hinderance until Sh. Baljeet Singh had been transferred to Panchkula Branch on 20.11.2017 / Exhibit 'M3'. The transfer letter had been refused to be accepted by Sh. Baljeet Singh and thereafter he had instigated the other employees to file complaint before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh, levelling baseless and unfounded allegations against the management. After the refusal to accept transfer order by Sh. Baljeet Singh, again vide registered letter dated 14.12.2017, the transfer order had been sent but despite that fact he remained absent and did not join his assignment at Panchkula. Besides, Sh. Baljeet Singh and all other workmen who were also on unauthorised absence from duty, did not join the establishment despite various letters / notices issued in this regard. Mr. Parveen Kumar had refused to accept the registered letter as per the postal authorities. With regard to the letter sent to Sh. Kamal Mahey, he has shifted his residence without information and thus, letter could not be delivered to him as per the report of postal authorities. The management is regularly complying with the provisions of the various Labour Laws and the allegation of the workmen that management is violating the provisions of the Labour Laws are baseless and without any merits. To support his argument, Learned Representative for the management referred cross-examination of AW1 wherein he admitted as correct that he has received notice dated 29.11.2017 from the management directing him to join service. He did not receive notice dated 14.12.2017. AW3 in her cross-examination admitted as correct that she has received notice dated 29.11.2017 from the management directing her to join service. AW4 in his cross-examination admitted as correct that he has received notice dated 29.11.2017 from the management directing him to join service. He did not receive notice dated 14.12.2017. AW5 in his cross-examination admitted as correct that he has received notice dated 14.12.2017 from the management directing him to join service. AW6 in his cross-examination admitted as correct that he has received notice dated 29.11.2017 from the management directing him to join service. He did not receive notice dated 14.12.2017. AW7 in his cross-examination admitted as correct that he has received notice dated 29.11.2017 from the management directing him to join service. He did not receive notice dated 14.12.2017. AW8 in her cross-examination admitted as correct that she has received notice dated 29.11.2017 from the management directing her to join service. She did not receive notice dated 14.12.2017. AW9 in his cross-examination admitted as correct that he has received notice dated 14.12.2017 from the management directing him to join service. By referring the above version of AW1, AW3 to AW9 Learned Representative for the management argued that workmen despite receipt of notice dated 29.11.2017 / 14.12.2017 requiring them to join duty up to the given date, failed to join duty and absented, thereby abandoned the service. Therefore, no case of termination of service is made out. For better appreciation, Learned Representative for the management referred the contents of letter dated 29.11.2017 (addressed to AW1 Baljeet Singh vide Exhibit 'M4', addressed to AW3 Arti Ahuja vide Exhibit 'M5', addressed to AW8 Kusum Lata vide Exhibit 'M6', addressed to AW9 Subhash Chand vide Exhibit 'M7', addressed to AW6

Satwinder Singh vide Exhibit 'M8', addressed to AW5 Harish Kumar vide Exhibit 'M9', addressed to AW4 Kamal Mahey vide Exhibit 'M10') which are reproduced as below :-

Contents of Exhibit 'M4'.

"You were transferred to Ultimate Automobiles Pvt. Ltd. Panchkula as in-charge of Maintenance of Mechanical, Electrical and other Equipments of Workshop, Body-shop and Showroom Panchkula dealership vide order dated 20.11.2017. Till date you have neither reported for your new assignment at Panchkula nor came to office without any intimation or sending any leave application.

Your willful absence from duty since 21-11-17 is against the company rules as well as against the provisions of Industrial Dispute Act 1947. Your this deliberate act has resulted in the efficient functioning resulting financial loss to the company. Please explain within 3 days why disciplinary proceeding should not initiated again you if no reply is received by the 05th of December 2017 it will be presumed that you are nothing to say and action will be taken as per provisions of Industrial Dispute ACT 1947."

Contents of Exhibit 'M5'.

"Vide order dated 28.07.2017 you were advised to put maximum efforts in customer calling, appointments and retention of customers as the performance of our workshop in terms of "Rate Us Campaign" and retention of customer was not found satisfactory by the HMIL and showing continuous downward trend. You have not taken any steps to improve the functioning of customer care department and improve the retention of customers and reputation of the service of the company. The number of delighted customers has been going down and number of unresolved complaints have been going up.

Besides that it has been noticed that you are absent from duty since 24.11.2017. Your willful absence from duty is against the company rules. This act of your have resulted in revenue loss to the company. Please explain why action should not be taken against you and recover the loss to the company. If no reply is received within 3 days of the receipt of this letter i.e. by 5th of December 2017 it will be presumed that you have nothing to say in the matter and action will be taken under the provisions of the Industrial Dispute Act, 1947 against you."

Contents of Exhibit 'M6' to Exhibit 'M10'.

"It has been noticed that you are absent from duty since 24.11.2017 you willful absence from duty is against the company rules. You have neither applied for any leave nor came to the office which resulted in functioning of service department and revenue loss to the company. Please explain as to why action be not taken against you and recovered the loss to the company, if no reply is received within 3 days i.e by the 05th of December 2017 it will be presumed that you have nothing to say, and action will be taken as per provisions of Industrial Dispute ACT 1947."

32. Learned Representative for the management further referred the contents of letter dated 14.12.2017 (addressed to AW5 Harish Kumar vide Exhibit 'M11', addressed to AW6 Satwinder Singh vide Exhibit 'M12' / Exhibit 'M17', addressed to AW7 Parveen Kumar vide Exhibit 'M13' / Exhibit 'M18', addressed to AW9 Subhash Chand vide Exhibit 'M14', addressed to AW8 Kusum Lata vide Exhibit 'M15', addressed to AW3 Arti Ahuja vide Exhibit 'M16') which are reproduced as below :-

"Please refer to your reply dated 05.12.2017.

The allegations leveled in your reply for remaining absent are false and denied, your good self never reported on 25-11-2017 for duty and nobody denied your entry into the dealership.

The management still permits you to join your duties by 19.12.2017. In case you failed to join your duty on the given date, it will be presumed that you have nothing to say and action will be initiated as per provisions of the Industrial Dispute Act 1947."

33. To controvert the above arguments, Learned Representative for the workmen argued that after receipt of notice dated 29.11.2017, Exhibit 'M4' to Exhibit 'M10', the concerned workmen tried to enter the premises of the management to join duty but they were not allowed to do so. To support his argument, Learned Representative for the workmen referred cross-examination of AW1 wherein he stated that after receiving notice dated 29.11.2017, he tried to enter the premises of the management but he was not allowed to enter. Learned Representative for the workmen argued that similar is the version of AW3, AW4, AW6, AW7 and AW8. Learned Representative for the workmen referred cross-examination of AW5 wherein he has stated that after receiving notice dated 14.12.2017, he tried to enter the premises of the management but he was not allowed to enter. Similar is the version of AW9 in his cross-examination. It is further argued by Learned Representative for the workmen that from the initial stage the workmen have shown their willingness to rejoin the duty with continuity of service but the management refused to take back the workmen on duty. To support his argument, Learned Representative for the workmen referred para 3 of rejoinder, wherein it is pleaded that workers are ready to join their duties with immediate effect, with continuity of service, full back wages and without any change in their service condition. Learned Representative for workmen further referred cross-examination of MW1 (partly recorded on 29.11.2024) wherein he is stated that he does not know if in the proceedings before ALC-cum-Conciliation Officer, U.T. Chandigarh, the workmen had shown their willingness to resume duty but they were not allowed to join duty. MW1 further stated that he cannot comment if the management is ready today to take back the workmen on duty with continuity of service along with back wages. Further cross-examination of MW1 was deferred on request of Learned Representative for the workmen for providing an opportunity to the witness to discuss with management whether it is ready to take back the workmen on duty with continuity of service along with full back wages. MW1 when re-called for remaining cross-examination (recorded on 04.02.2025) stated that the management is not ready to take back the workmen on duty with continuity of service along with full back wages. To my opinion, the above arguments advanced by Learned Representative for the workmen carries force, as from cross-examination of MW1 referred above, it is sufficiently established on record that from the initial stage of conciliation proceedings before Assistant Labour Commission-cum-Conciliation Officer, throughout the pendency of the present case, the workmen were willing to resume duty, to which management refused. There is no specific denial by MW1 of the fact, for want of knowledge, that in the conciliation proceedings the workmen had shown their willingness to resume duty but they were not allowed to join duty. The fact which is not specifically denied is deemed to be admitted under the law. If for the sake of arguments, it is assumed that workmen absented from

duty w.e.f. 24.11.2017, in that situation also at the most it amounts to misconduct for which the management – employer must initiate disciplinary proceedings against the workmen by issuing charge-sheet and holding domestic inquiry and the management must take action on the basis of outcome of the inquiry report but the management has failed to do so. In this regard, MW1 in his cross-examination stated that the workmen were not charge-sheeted for their alleged absenteeism. No regular inquiry was conducted against any of the workmen. No retrenchment compensation was paid to any of the workmen.

34. As far as transfer orders of workman Baljeet Singh is concerned, the management has failed to prove that the job of the workman was transferrable in nature. In case, the job was non-transferrable, then the management – employer was bound to issue prior notice under Section 9A of the ID Act before issuing the transfer order but the management has failed to comply with the same. In this regard, MW1 in his cross-examination stated that no prior notice of 21 days was given to the workman Baljeet Singh before passing the order of his transfer. MW1 admitted as correct that only that employee is transferred who is enrolled. MW1 admitted as correct that transfer order of Baljeet Singh was issued on 20.11.2017 and at that time Baljeet Singh was in the service of the management.

35. In view of the discussion made above, verbal order of termination of services of the workmen w.e.f. 24.11.2017 is illegal being in violation to the mandate of Section 25F of the ID Act. Besides, order dated 20.11.2017 / Exhibit 'M3' of transfer of Baljeet Singh is invalid having been passed in violation to Section 9A of the ID Act.

36. Learned Representative for the management contented that all the workmen are gainfully employed. To support his argument, Learned Representative for management referred the cross-examination of AWs. AW1 Baljeet Singh in his cross-examination stated that after termination of job by the management he is working as Driver intermittently. AW2 Yogesh Kumar in his cross-examination stated that after termination of job by the management, he went to his native place and he recently joined service in August, 2023 with Tata Berkeley Automobiles at Chandigarh. He is drawing salary of ` 18,000/- per month. He also get the incentive about ` 10,000/- on monthly basis. AW4 Kamal Mahey in his cross-examination stated that after termination of job by the management he remained idle for about three months. Thereafter, he joined Krisma Hyundai at Chandigarh. There he worked about for 2 years. Thereafter, he worked with Mercedes Dealership, Chandigarh. There he has been working from last about 3-4 years till date on monthly wages of ` 20,000/- to ` 25,000/-. There he is entitled to benefit of ` 2,000/- to ` 3,000/- on completion of target. AW5 Harish in his cross-examination stated that after termination of job, he did not work anywhere for want of 'No Objection Certificate' from the previous employer. From 08.02.2023, he is working with Joshi Hyundai, Mohali. NOC was not required there. Now, he is getting monthly salary of ` 24,000/-. He is getting monthly incentive varying from ` 2,000/- to ` 3,000/-. AW6 Satwinder Singh in his cross-examination stated that after termination of job by the management, he is doing the private work by driving Taxi. He get ` 10,000/- to ` 12,000/- per month. AW9 Subhash Chand in his cross-examination stated that after termination of job by the management he did not work anywhere. After termination of service, he went to his native village and returned about three months ago. Presently, he is residing at Zirakpur. Now, he is working as Driver on daily basis. He earns approximately ` 7,000/- to ` 8,000/-per month.

37. In the present case, the workmen did not plead either in the claim statement or in their respective examination-in-chief by way of affidavit that he / they are not gainfully employed during the interim period i.e. the period between termination and reinstatement to claim back wages. Failure to make such a plea adversely affect their entitlement. AW1, AW2, AW4 to AW6 and AW9 in their cross-examination referred by Learned Representative for management admitted intermittent employment which cannot be considered as

regular and stable employment for the purpose of assessing claims for back wages under the ID Act and thus, cannot be viewed as gainful employment. Moreover, AW3 in his cross-examination stated that after termination of job by the management, she did not work anywhere. AW7 Parveen Kumar in his cross-examination stated that after termination of job by the management, he did not work anywhere. He is married having one child. His wife is working. AW8 Kusum in her cross-examination stated that after termination of job by the management she did not work anywhere.

38. The fact that the management from the cross-examination of AWs failed to establish the gainful employment of the workmen is of no benefit to the workmen because as far as gainful employment is concerned, initially the onus is on the workman / workmen to declare his / their employment status post-termination. Once, such a declaration is made, the burden shifts to the employer to provide evidence suggesting otherwise. Thus, a clear plea by the workman / workmen that he is not gainfully employed is essential to trigger the employer's obligation to counter it. Since, none of the workmen pleaded that they are not gainfully employed, thus, they are not entitled to back wages. The workmen who examined themselves as AW1 to AW9 in their cross-examination specifically stated that they are not ready to join if back wages are not given. It is pertinent to mention here that workman Ruby is not named in the industrial dispute reference, besides, she did not step into the witness box to support her claim. Thus, workman Ruby is not entitled to any relief.

39. In view of the discussion made above, the remaining workmen are held entitled to retrenchment compensation as below :-

1. Workman Yogesh Kumar for his service period 17.08.2008 to 24.11.2017 @ last paid monthly wages of ` 13,100/- is entitled for compensation ` 72,050/-.
2. Workman Parveen for his service period 13.01.2014 to 24.11.2017 @ last paid monthly wages of ` 13,000/- is entitled for compensation ` 39,000/-.
3. Workman Harish for his service period 15.01.2014 to 24.11.2017 @ last paid monthly wages of ` 11,050/- is entitled for compensation ` 33,150/-.
4. Workman Kusum for her service period 24.01.2014 to 24.11.2017 @ last paid monthly wages of ` 9,900/- is entitled for compensation ` 29,700/-.
5. Workman Arti for her service period 01.02.2012 to 24.11.2017 @ last paid monthly wages of ` 19,900/- is entitled for compensation ` 79,600/-.
6. Workman Subhash Chand for his service period 04.04.2012 to 24.11.2017 @ last paid monthly wages of ` 9,800/- is entitled for compensation ` 39,200/-.
7. Workman Satwinder Singh for his service period 15.12.2012 to 24.11.2017 @ last paid monthly wages of ` 13,000/- is entitled for compensation ` 45,500/-.
8. Workman Kamal Mahey for his service period 01.02.2012 to 24.11.2017 @ last paid monthly wages of ` 14,000/- is entitled for compensation ` 56,000/-.
9. Workman Baljeet Singh for his service period 01.04.1999 to 24.11.2017 @ last paid monthly wages of ` 19,600/- is entitled for compensation ` 2,05,800/-.

40. Accordingly, issue No.1 is decided in favour of the workmen and against the management. Issue No.2 is decided against the management and in favour of the workmen.

Relief :

41. In the view of foregoing finding on the issues above, this industrial dispute reference is allowed and answered in favour of the workmen the effect that the workmen are held entitled to retrenchment compensation as below :-

| <u>Sr. No.</u> | <u>Name of workman</u> | <u>Service Period</u> | <u>Last paid monthly wages (in Rs.)</u> | <u>Compensation amount (in Rs.)</u> |
|----------------|------------------------|--------------------------------|---|-------------------------------------|
| 1. | Yogesh Kumar | 17.08.2008 to 24.11.2017 | 13100/- | 72,050/- |
| 2. | Parveen | 13.01.2014 to 24.11.2017 | 13000/- | 39,000/- |
| 3. | Harish | 15.01.2014 to 24.11.2017 | 11050/- | 33,150/- |
| 4. | Kusum | 24.01.2014 to 24.11.2017 | 9900/- | 29,700/- |
| 5. | Arti | 01.02.2012 to 24.11.2017 | 19900/- | 79,600/- |
| 6. | Subhash Chand | 04.04.2012 to 24.11.2017 | 9800/- | 39,200/- |
| 7. | Satwinder Singh | 15.12.2012 to 24.11.2017 | 13000/- | 45,500/- |
| 8. | Kamal Mahey | 01.02.2012 to 24.11.2017 | 14000/- | 56,000/- |
| 9. | Baljeet Singh | 01.04.1999 to 24.11.2017 | 19600/- | 2,05,800/- |

The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the above said amount from the date of this Award till the date of actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

Dated : 11.03.2025.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th April, 2025

No. 511359-HII(2)-2025/6550.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **40/2023** dated **17.03.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

USHA DEVI W/O SH. SURESH KUMAR, VILLAGE KANSAL, DISRICT S.A.S. NAGAR, MOHALI. (WORKMAN)

AND

1. ACCOUNTANT GENERAL (PRINCIPAL DIRECTOR GENERAL AUDIT CENTRE) S.C.O. NO.21-22, BACK SIDE BUS STAND, SECTOR 17-E, CHANDIGARH
2. SECURE GUARD SECURITY & MANPOWER SERVICE, PLOT NO.151, INDUSTRIAL AREA, PHASE - II, CHANDIGARH. (MANAGEMENT)

AWARD

1. Usha Devi, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that on 31.10.2010, the claimant-workman (*here-in-after 'workman'*) was appointed as MTS & Sweeper by the management of Secure Guard Security & Manpower Services - management No.2 and was deployed at the workplace of Accountant General, Sector 17-E, Chandigarh - management No.2. The workman remained in the continuous employment up to 30.08.2022, when her services were illegally & wrongly terminated by refusing of work. The workman was drawing ₹ 16,500/- per month as wages at the time of termination. On 31.08.2022, workman went to attend her normal duty but she was refused work by management No.1 without assigning any reason & notice. From the date of termination, the workman was regularly visiting the management No.1 and management No.2 but the work was refused to her on one pretext or the other. The workman left with no other alternative lodged a complaint with the Labour Inspector, U.T. Chandigarh for her reinstatement. The complaint could not be settled at the level of Labour Inspector, U.T. Chandigarh. Refusal of work which amount to termination is retrenchment under Section 2(oo) of the ID Act. The managements have also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. There is no complaint against work & conduct of the workman from any of her colleagues and superior. Her work & conduct was appreciated by all. For her reinstatement the workman served upon the management a demand notice dated 21.12.2022. The management neither denied the contents of demand notice nor took the workman on duty. On request the intervention of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was sought but the dispute could not be settled within the stipulated period. The management No.1 only once appeared before the Conciliation Officer and thereafter started absenting himself. The termination is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. The workman remained unemployed during the period i.e. from the date of termination to till date. Prayer is made that the workman may be reinstated with continuity of service along with full back wages without any change in her service condition.

3. On notice, management No.1 contested the claim statement by filing written statement dated 22.11.2023 (filed on 15.12.2023) wherein preliminary objections are raised on the ground that answering respondent (*here-in-after 'management'*) is not an industry, hence the present reference deserves to be rejected. The answering management is not establishment either. The claimant (*here-in-after 'workman'*) has not approached this Court with clean hands, in as much as the period of deployment under the office of answering management as projected by the workman is vehemently denied. The workman was deployed by management No.2 in the office of answering management from May, 2021 to 30.08.2022. It is denied that services of the workman were illegally & wrongly terminated by refusing of work by the answering management. As per condition No.9 of the agreement (agreement for the period from 01.05.2021 to 30.04.2022 and 01.05.2022 to 30.04.2023) between management No.1 and management No.2, management No.2 being employer of the workman, had control over the workman / employee and not the office of management No.1. Besides, the office of management No.1 being Central Government organisation is guided by GFR, 2017 which inter-alia provides for 'Outsourcing of Service - Rule 198' which states that Ministry or Department may procure certain non-consulting services in the interest of economy & efficiency, it may prescribe detailed instruments and procedure for this purpose. Thus, hiring of non-consulting services is based on principal or economy and efficiency, refer Clause 16 of the agreement.

4. Further on merits, the workman was deployed under the answering management by management No.2 only from May, 2021 to August, 2022. The disbursement of the wages of the workman was on the part of management No.2, out of sanctioned monthly bills raised by management No.2. The deployment of workman under the answering management No.1 came to an end by virtue of terms & conditions of the agreement between the management No.1 & management No.2, coming to an end. It is denied to the extent that the answering management refused work to the workman as alleged. It is not disputed that Labour Inspector, Chandigarh took up the matter but the same was not settled. In view of the submissions made above, no charge-sheet was required to be filed against the workman nor any retrenchment compensation was to be paid to the workman on the ground of alleged violation of Section 25F of the ID Act. Rest of the contents of the claim statement are denied as wrong except para 5 & 6, which are replied in a formal manner by submitting that these paras are not replied in view of the submissions made above.

5. Management No.2 contested the claim statement by filing written statement dated 13.07.2023 (filed on 17.08.2023) wherein preliminary objection are raised on the ground that management No.2 is only a private agency in the business of outsourcing of manpower on contract basis / limited period service contract / agreement with the client / principal employer as it's service provider, where contractually deployed staff provide support services on behalf of the agency for completion of the workman assigned to him / her by the principal employer. Hence, workman cannot claim reinstatement. The workman had not reported in writing to the office of management No.2 and chosen to stop providing services to the client of service provider. Hence, the fault lies with the workman and not that of service provider. In the present case, the workman has levelled the allegation against the Department as such there is no involvement of management No.2. Hence, claim is required to be dropped qua management No.2. The workman could not have stopped providing support service to the client (department) until asked to do so by the management No.2. Besides, the principal employer was required to intimate the service provider well in time as per provision of law / rules one month's notice is required to be given to the workman and such rules / law are mandatory requirement which are always observed between the principal employer and the service provider.

6. Further on merits, it is submitted that workman was not appointed by the management No.2 as the workman come on the pay rolls of Secure Guard Security & Manpower Service - management No.2 on 01.05.2021 by transfer of allotment of tender. It is incorrect that the workman was with the management No.2 on 31.10.2010 as claimed by her. The contents of para 2 needs no comments as it relates to management No.1. The management No.2 had not terminated the services of the workman. The workman being an outsource

employee is not entitled for the retrenchment compensation as the workman had abandoned the service at her end / own level. Para 5 needs not comments as there is nothing on record. In response to demand notice served by the workman, the answering management No.2 attended the office of Assistant Labour Commissioner, Chandigarh and apprised the position orally as well as in writing vide letter No.SG/SMS/2023/811 dated 03.01.2023. There is no question of reinstatement as the workman has voluntarily abandoned the services. Prayer is made that in view of the position given above, the claim qua Secure Guard Security & Manpower may be dropped.

7. The workman filed separate rejoinder to the written statement of managements No.1 & 2 wherein the contents of respective written statement except admitted facts are denied as wrong and averments of claim statement are reiterated.

8. From the pleadings of the parties, following issues were framed vide order dated 12.02.2024 :-

1. Whether the termination of the services of workman is illegal ? If so, to what effect and what relief he is entitled to ? OPW
2. Whether the management No.1 does not falls within the definition of 'industry' as defined under Section 2(j) of the ID Act ? OPM (Management No.1)
3. Whether the workman has not approached the Court with clean hands ? OPM (Management No.1)
4. Relief.

9. In evidence workman Usha Rani examined herself as AW1 and tendered her affidavit Exhibit 'AW1/A'. On 23.08.2024 Learned Representative for the workman closed evidence in affirmative.

10. On the other hand, management No.1 examined MW1 Amod Dixit - Assistant Audit Officer, Office of Principal Director of Audit (Central), Chandigarh, who tendered his affidavit Exhibit 'MW1/A' along with copies of documents i.e. agreement dated 03.05.2021 between the Director of Indian Audit & Accounts Department and M/s Secure Guard Security and Manpower Services for the period w.e.f. 01.5.2021 to 30.04.2022 vide Exhibit 'R1', agreement dated 01.07.2021 between the Director of Indian Audit & Accounts Department and M/s Secure Guard Security and Manpower Services for the period w.e.f. 01.05.2022 to 30.04.2023 vide Exhibit 'R2' and original authority letter dated 13.11.2024 issued by Director Admin O/o Principal Director of Audit (Central), Chandigarh in his favour vide Exhibit 'R3' (documents mentioned as RW1 and RW2 in the affidavit were renumbered as Exhibit 'R1' and Exhibit 'R2' respectively.

11. In cross-examination MW1 brought on record the attendance record for the period w.e.f. August, 2022 to 30.04.2023 vide Exhibit 'R3'. Since Exhibit 'R3' is numbered twice, thus in order to avoid any ambiguity, the above attendance record is here-in-after renumbered and referred as Exhibit 'R4'.

12. On the other hand, management No.2 examined MW2 Parveen Yadav - Manager, M/s Secure Guard Security & Manpower Services, who tendered his affidavit Exhibit 'MW2/A' along with copy of reply dated 03.01.2023 to demand notice No.232/2022 under Section 2A of the ID Act, filed by Secure Guard Security and Manpower Service - management No.2 in the proceedings before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh vide Exhibit 'MW2/1'.

13. On 17.12.2024 Learned Representative for the management No.2 closed evidence. On 22.01.2025 Learned Representative for the management No.1 closed oral evidence. On 11.03.2025 Learned Representative for the management No.1 closed documentary evidence.

14. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below :-

Issues No. 1 to 3 :

15. All these issues are taken up together being inter-connected and in order to avoid repetition of discussion.

16. Onus to prove issue No.1 is on the workman and onus to prove issue No.2 & 3 is on the management No.1.

17. In order to prove its claim workman Usha Rani examined herself as AW1 and vide her affidavit Exhibit 'AW1/A' deposed the entire contents of the claim statement which are not reproduced here for the sake of brevity.

18. On the other hand, to controvert the applicant's claim management No.1 examined MW1 Amod Dixit - Assistant Audit Officer, who vide his affidavit Exhibit 'MW1/A' deposed the entire contents of written statement of management No.1. MW1 supported his oral version with documents Exhibit 'R1' to Exhibit 'R4'. Management No.2 examined MW2 Parveen Yadav - Manager, who vide his affidavit Exhibit 'MW2/A' deposed the entire contents of written statement of management No.2. MW2 supported his oral version with documents Exhibit 'MW2/1'. The contents of affidavit Exhibit 'MW1/A' and Exhibit 'MW2/A' are not reproduced to avoid repetition.

19. From the oral as well as documentary evidence led by the parties, following undisputed facts have emerged :-

- i) The management No.1 - Department and management No.2 - contractor entered into contract dated 03.05.2021 / Exhibit 'R1' for the period from 01.05.2021 to 30.04.2022, whereby the contractor - management No.2 has agreed to provide the outsourcing professional services for 12 months (11 MTS and 01 Driver). Thereafter management No.1 & 2 entered into another contract dated 01.07.2022 / Exhibit 'R2' for the period 01.05.2022 to 30.04.2023, whereby the contractor agreed to provide the outsourcing professional services for 12 months (11 MTS and 01 Driver). It was further agreed that the contract period may be further extended with mutual consent.
- ii) After 30.04.2023, the managements No.1 & 2 did not further extend the contract period.
- iii) In pursuance of initial contract dated 03.05.2021 / Exhibit 'R1', the management No.2 deployed the requisite number of contractual employees including the workman with office of management No.1 initially for the period w.e.f. 01.05.2021 to 30.04.2022 and thereafter vide contract dated 01.07.2021 / Exhibit 'R2' extended the contract period further from 01.05.2022 to 30.04.2023. In this regard AW1 in her cross-examination conducted by management No.1, admitted as correct that she was appointed for the period from May, 2021 to 30.08.2022 by the management No.2.
- iv) The services of the workman were taken over by the contractor - management No.2 from the previous contractor. In this regard AW1 when put to cross-examination by management No.2 admitted as correct that her services were taken over from previous contractor by the management No.2 w.e.f. 01.05.2021.

20. Dispute between the parties is confined to the termination of services of the workman.

21. Learned Representative for the workman contended that on 31.08.2022, when the workman went to attend her normal duty, she was refused work by management No.1 without assigning any

reason and notice, which is retrenchment under Section 2(o) of the ID Act. At the time of termination of services, the workman was neither issued prior notice, nor paid notice pay in lieu of notice period nor paid retrenchment compensation at the time of termination which is violative of Section 25F of the ID Act. At the time of termination, the contract / Exhibit 'R2' between the managements No.1 & 2 was in force. After termination, the workman regularly visited management No.1 & 2 but the work was refused to her on one pretext or other. The workman filed complaint before the Labour Inspector but the dispute could not be settled before the Labour Inspector. Thereafter, the workman raised demand notice dated 21.12.2022, in which the conciliation proceedings taken place before the Assistant Labour Commissioner-cum-Conciliation Officer but the dispute could not be settled within the stipulated period. The conciliation proceedings failed vide failure report of Assistant Labour Commissioner-cum-Conciliation Officer bearing Memo No.782 dated 14.03.2023. Thus, the workman has filed the present claim statement seeking reinstatement with continuity of service along with full back wages and consequential benefits.

22. On the other hand, Learned Representative for the management No.1 contended that first of all the management is not an 'industry' within the definition of Section 2(j) of the ID Act. The management No.1 is a department being Central Government organisation. Management No.1 is governed by GFR, 2017 and the Labour Law are not applicable to management No.1. It is further contended by Learned Representative for the management No.1 that there is no relationship of employer-employee between the management No.1 and workman. The workman was deployed with management No.1 by the contractor - management No.2 for a specific period and by now the contract period between the management No.1 & 2 has expired by efflux of time. It is further contended by Learned Representative for the management No.1 that workman has wrongfully alleged in the claim statement that she is deployed with management No.1 through the management No.2 w.e.f. 31.10.2010, whereas the contract of management No.1 with management No.2 / Exhibit 'R1' commenced from 01.05.2021. Much stress is laid upon the fact that when there is no employer-employee relationship between management No.1 & the workman, thus the question of termination of services of the workman by the management No.1, as alleged, does not arise and there was no necessity for the management No.1 to comply with the provisions of Section 25F of the ID Act.

23. Learned Representative for the management No.2 contended that w.e.f. 01.05.2021, management No.2 after taking over the workman from the previous contractor, deployed the workman with the management No.1 w.e.f. 01.05.2021 up to 30.04.2022 on the basis of contract dated 03.05.2021 / Exhibit 'R1' and extended further the period of contract for 01.05.2022 to 31.04.2023 vide another contract dated 01.07.2021 / Exhibit 'R2'. It is further contended by Learned Representative for the management No.2 that it is clearly pleaded by the workman in claim statement that management No.1 refused work to her w.e.f. 31.08.2022 and that the workman was not allowed to resume duty by the management No.1. It is further contended by Learned Representative for the management No.2 that in case the workman was refused work w.e.f. 31.08.2022 by the management No.1, then the workman could not have stopped providing support services with the express consent of service provider. Moreover, the Department - management No.1 had not informed that management No.2 - service provider for arranging replacement of particular support staff. Workman in her cross-examination admitted that management No.2 had not taken her on job on 31.08.2022 and she did not move any application of grievance to the management No.2 to the said effect rather served demand notice after long time. The workman had not reported in writing in the Office of Secure Guard Security & Manpower Services and chosen to stop providing services to the client of the service provider - management No.1. Hence, the fault lies with the workman and not that of service provider. The services of the workman were not terminated at all by the management No.2, rather the workman had voluntarily abandoned the job assignment for her own benefit as informed by the Office of Assistant Labour Commissioner, Chandigarh vide letter No.SG/MS/2023/813 dated 03.01.2023 (Annexure 'A' in the case file). In view of the above submissions, no responsibility of management No.2 is made out and workman is not entitled to reinstatement with continuity of service along with full back wages and other consequential benefits, prayed for.

24. As far as the applicability of Labour Laws to the management No.1 is concerned, the Contract Labour (*Regulation and Abolition*) Act, 1970 (*here-in-after in short 'Act 1970'*) is one of the most significant labour legislations in India as the objective of the Act 1970 is to prevent exploitation of blue collars workers and ensure facilitation of better conditions of work for them. As per Section 2(1)(g) of the Act 1970, a principal employer would mean and include the Head of any Government or local Authority, the 'owner' or 'occupier' or 'manger' of factory (under the Factories Act, 1948), 'owner', 'agent' or 'manger' of a mine, or any person responsible for the supervision and control in an establishment. Establishment mean any office or department of the Government or local Authority or any place where industry, trade, business, manufacturer or occupation is being carried. As per Section 2(1)(c) of the Act 1970, a contractor would mean any person, who supplies contract labour for any work of an establishment and include a sub-contractor. Every contractor to whom the Act 1970 applies has to take licence under the Act 1970. The definition of 'workman' under the Act 1970 includes any person employed in or in connection with the work of any establishment to do any skilled, semi-skilled or un-skilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment be express or implied, but excludes certain categories as such. As per Section 2(1)(b) of the Act 1970, a workman shall be deemed to be employed as 'contract labour' in or connection with the work of an establishment when he is hired in or in connection with such work by or through a contractor, with or without the knowledge of the principal employer.

25. The two Acts i.e. Act 1970 and ID Act are not mutually exclusive; they address different aspects of labour relations. The Act 1970 regulates the employment of contract labour, while the ID Act provides a mechanism for resolving disputes that may arise from that employment. Compliance with Act 1970 does not mean that the provisions of the ID Act are automatically inapplicable. Contract workers can still raise industrial dispute under the ID Act.

26. By virtue of the above provisions of the Act 1970, the management No.1 which is a Central Government organisation is covered in the definition of Section 2(1)(g) of the Act 1980, management No.2 is covered within the definition of Section 2(1)(c) of the Act 1970 and workman is covered under the definition of Section 2(1)(b) of the Act 1970. By virtue of Section 2(1)(g) of the Act 1970, the Labour Laws including the ID Act is applicable to the management No.1 as the management No.1 has entered into service contract dated 03.05.2021 / Exhibit 'R1' (for the period from 01.05.2021 to 30.04.2022) and another service contract dated 01.07.2021 / Exhibit 'R2' (for the period w.e.f. 01.05.2022 to 30.04.2023) whereby requisition of Government Department / management No.1, the service provider - contractor / management No.2 has provided outsource contractor workers including the workman and deployed the workman at the premises of the management No.1 for the period specified in the contract. There are various terms & conditions of contract Exhibit 'R1' and Exhibit 'R2' which was agreed by both management No.1 and management No.2 at the time of executing the above contracts and thus binding on managements No.1 & 2. In Exhibit 'R1' and Exhibit 'R2', management No.1 is the first party and management No.2 is the second party. The statutory requirement as incorporated in Exhibit 'R1' and Exhibit 'R2' would show that the services of the contractual worker are under direct control & supervision of the contractor - second party. The relevant clause 9 under the Head 'Statutory Requirements' of the contract / Exhibit 'R1' and Exhibit 'R2' is reproduced as below :-

"9. For all intents and purposes, the Second Party / agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower deployed by it. There shall be no claim by such deployed persons of any employment in First Party. The persons deployed by the Second Party in First Party shall be employees of agency all times and not have any stake or claims like employer and employee relationship against the First Party."

27. In view of the aforesaid clause of contract Exhibit 'R1' and Exhibit 'R2' the contractor - Secure Guard Security & Manpower Services - management No.2 is the employer of the contractual workers

for all purpose. The GFR, 2017 are not applicable to the contractual workers deployed with management No.1 under the service contract between department - management No.1 and contractor - management No.2.

28. Now coming to the termination of services of the workman, as far as the contention raised by management No.2 that workman did not inform the contractor about the principal employer's refusal of work or termination, is concerned, it limits the contractor's ability to intervene. However, under the Labour Laws, a worker's ignorance or failure to report does not absolve the contractor of responsibility. If the contractor was unaware of termination and failed to ensure proper employment records, the contractor is liable for non-compliance with the Labour Law requirements. In this case, the workman filed a demand notice claiming illegal termination, impleading the contractor as a party, this contractor cannot deny the knowledge of termination of services. Here is the case, where the contractor - management No.2 failed to track the worker's status, thus contractor is liable for the same.

29. The contention raised by the Learned Representative for the management No.2 that workman has abandoned the job of her own carries no force as even if the workman did not report for duty without getting the leave sanctioned, the employer-contractor must issue notice to the workman requiring him / her to join duty, but no such action is taken by the management No.2. It is neither pleaded nor proved by management No.2 that it has complied with mandate of Section 25F of the ID Act as the workman remained in continuous service of management No.2 for period of more than 240 days (w.e.f. May, 2021 to 30.08.2022) in 12 calendar months preceding termination on 31.08.2022. Besides, at the time of termination of service of the workman, the contract / Exhibit 'R2' between management No.1 & 2 was in force. MW2 (witness of management No.2) when put to cross-examination by the workman stated that management No.2 received message from the Department - management No.1 that the workman has been refused work, one day prior to that. The aforesaid version of MW2 falsified the plea of management No.2 that it had no intimation from the management No.2 that workman has stopped reporting on duty or the workman has been refused work by the management No.1 w.e.f. 31.08.2022. MW2 in his cross-examination denied the suggestion as wrong that management No.2 did not took back the workman on duty in conciliation proceedings before the ALC, U.T. Chandigarh. MW2 voluntarily stated that the Department did not agree for the same. MW2 further stated that now, he is not ready to take back the workman on duty and voluntarily stated that there is no vacancy with the management No.2. MW2 further stated that the management did not give in writing to the workman that his services are meant for the Department - management No.1 only. MW2 admitted as correct that at the time of termination of services of the workman, the management No.2 had contract with other agencies - departments also.

30. Further with regard to contention raised by Learned Representative for the management No.1 that termination of services of the workman is on the basis of the expiry of their contract, which is covered under Section 2(o)(bb) of the ID Act, hence even conditions of Section 25F of the ID Act were not required to be fulfilled, the same needs to be adjudicated on the basis of factual aspects. As per the admitted facts the last contract Exhibit 'R2' between the management No.1 & 2 was for the period w.e.f. 01.05.2022 to 30.04.2023, whereas before the expiry of the said period, the services of the workman were terminated on 31.08.2022, hence, it is not the case of relieving workman on completion of the contract period by efflux of time to as to be covered under Section 2(o)(bb) of the ID Act rather the same amounts to termination.

31. In view of the discussion made above, the employer-contractor / management No.2 is proved to have violated the provisions of Section 25F of the ID Act while terminating the services of the workman w.e.f. 31.08.2022. Thus, termination of services of the workman is illegal and hereby set aside.

32. Management No.1 has failed to prove concealment of any material fact by the workman.

33. By now the last contract period of contract Exhibit 'R2' between the management No.1 & 2 has already expired and the contract is not extended further, reinstatement with the same department / management No.1 would be impractical. Keeping in view the fact & circumstances of the case, service period of the

workman under management No.2 i.e. w.e.f. 01.05.2021 to 30.08.2022 and last paid monthly wages of the workman ₹ 16,500/- per month, workman is held entitled to lump sum compensation of ₹ 25,000/- to be paid by management No.2 - Secure Guard Security & Manpower Services.

34. Accordingly, issue No.1 is decided in favour of the workman and against the management No.2. Issues No.2 & 3 are decided against the management No.1 and in favour of the workman.

Relief :

35. In the view of foregoing finding on the issues above, this industrial dispute is allowed qua management No.2 - Secure Guard Security & Manpower Services to the effect that workman is held entitled to lump sum compensation of ₹ 25,000/- to be paid by management No.2. The management No.2 is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the above said amount from the date of this Award till the date of actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

Dated : 17.03.2025.

Secretary Labour,
Chandigarh Administration.

CHANDIGARH ADMINISTRATION
ENGINEERING DEPARTMENT

Notification

The 2nd May, 2025

No. G1/2025/258.—In supersession of this Administration Notification bearing No.G1/2011/01 dated 10.08.2011 and in exercise of the powers conferred by explanation (a) to Section 126 of the Electricity Act, 2003 (Act No.36 of 2003) as amended from time to time (herein after referred to as "aforementioned Act"), read with Government of India, Ministry of Home Affairs, New Delhi Notification bearing No.S.O.721(E) dated 22nd June, 2004 and all other powers enabling him in this behalf and in pursuance of the Chandigarh Electricity Reforms Transfer Scheme, 2025 dated 31.01.2025, the Administrator, Union Territory, Chandigarh hereby designate the following officer of M/s Chandigarh Power Distribution Limited (CPDL), as the "Assessing Officer" for the purpose of Section 126 of the aforementioned Act, with immediate effect :-

| Sr. No. | Category of Consumers | Officer authorized to make assessment. |
|---------|--|---|
| 1. | a) Domestic Supply, Agriculture Supply Commercial/NRS Supply and other Services <i>(Up to 100 KW of the sanctioned load)</i> b) Small Power Supply (Industrial) | Assistant Engineer/ Assistant Manager (within the jurisdiction) |
| 2. | Domestic Supply, Agriculture Supply, Commercial/ NRS supply and other Services <i>(Above 100 KW of the sanctioned load)</i> | Executive Engineer/ Senior Manager (within the jurisdiction) |
| 3. | Industrial (a) Medium Supply (b) Large Supply | Executive Engineer/ Senior Manager (within the jurisdiction) |

By Order and in the name of Administrator,
U.T, Chandigarh.

(Sd.) . . . ,
Secretary Engineering,
U.T, Chandigarh

**CHANDIGARH ADMINISTRATION
ENGINEERING DEPARTMENT**

Notification

The 2nd May, 2025

No. G1/2025/259.—In supersession of this Administration Notification bearing No.G1/06/1 dated 16.11.2006 and in exercise of the powers conferred by Sub-Section (2) of the Section 135 of the Electricity Act, 2003 (Act No.36 of 2003), as amended from time to time (herein after referred to as "aforementioned Act") read with Government of India, Ministry of Home Affairs, New Delhi Notification bearing No.S.O.721(E) dated 22nd June, 2004 and all other powers enabling him in this behalf and in pursuance of the Chandigarh Electricity Reforms Transfer Scheme, 2025 dated 31.01.2025, the Administrator, Union Territory, Chandigarh hereby authorize the following officer of M/s Chandigarh Power Distribution Limited, for inspecting/ checking the premises of the consumers to detect the theft/misuse of Electricity, with immediate effect :-

| Sr. No. | Category of Consumers | Officer authorized to enter premises and inspect installation |
|---------------------------------|--|---|
| A. Operation Officers : | | |
| 1. | Single and three phase domestic/NRS Connections (without CTs and PTs) and AP Connection. | Any officer not below the rank of the Assistant Engineer/ Assistant Manager (within the jurisdiction) |
| 2. | SP Connections and connections up to 250 KW with CTs released on LT Supply in respect of DS, NRS, BS, MS & LS, Department Employees connections and AP Connection. | Any officer not below the rank of Assistant Engineer/ Assistant Manager (within the jurisdiction) |
| 3. | Any Category of connections with load above 100 KW and released on Supply at 11KV above 250KW on LT Supply. | Any officer not below the rank of Executive Engineer/ Senior Manager (within the jurisdiction) |
| 4. | Any Category of connections released on 33KV and above | Officer not below the rank of General Manager. |
| B. Enforcement Officers: | | |
| 1. | All categories of consumers with load up to 5MW and released on 11 KV Supply | Any officer of Enforcement Cell not below the rank of Assistant Engineer/ Assistant Manager. |

Note - (a) Officer senior in the rank to those mentioned in Col. 3 above and having jurisdiction in concerned area shall also have the same power (b) The authorized officer/ official may;

(b) The authorized officer/ official may;

- (i) enter, inspect, break open and search any place or premises in which he has reason to believe that electricity has been, is being used unauthorizedly;
- (ii) search, seize and remove all such devices, instruments, wires and any other facilitator or article which has been, is being used for unauthorized use of Electricity;
- (iii) examine or seize any books of account or documents which in his opinion shall be useful for or relevant to, any proceedings in respect of the offence under sub section (1) of Section 135 of the aforementioned Act and allow the person from whose custody such books of account or documents are seized to make copies thereof or take extract therefrom in his presence.

The occupant of the place of search or any person on his behalf shall remain present during the search and a list of all things seized in the course of such search shall be prepared and delivered to such occupant or person who shall sign the list:

Provided that no inspection, search and seizure of any domestic places or domestic premises shall be carried out between sunset and sunrise except in the presence of an adult male member occupying such premises. The provisions of the Bharatiya Nagarik Suraksha Sanhita, 2023 (Act 46 of 2023) relating to search and seizure shall apply, as far as may be, to searches and seizures to be carried out by the authorized officer/ official.

By Order and in the name of Administrator,
U.T, Chandigarh.

(Sd.) . . . ,
Secretary Engineering,
U.T, Chandigarh.

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 2nd May, 2025

No. 77.—Ms. Neelam Rani, Assistant Registrar, Punjab and Haryana High Court, Chandigarh has retired from services of this Court w.e.f. 30.04.2025 (A.N.) on attaining the age of superannuation i.e. 58 years.

(Sd.) . . . ,

(ASHISH KUMAR BANSAL),
Registrar (Administration),
for Registrar General.

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 1st May, 2025

No. 74 E.L/V.B (3E).—Sh. Suresh Kumar, Special Secretary (Stenography line) of Punjab and Haryana High Court at Chandigarh has retired from service of this Court w.e.f. 30.04.2025 (A.N.) on attaining the age of superannuation i.e. 58 years.

(Sd.) . . . ,

(ASHISH KUMAR BANSAL),
Registrar (Administration),
for Registrar General.

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 1st May, 2025

No. 73 E.I./V.B (3E).—Ms. Banita Chugh, Special Secretary (Stenography line) of Punjab and Haryana High Court at Chandigarh has retired from service of this Court w.e.f. 30.04.2025 (A.N.) on attaining the age of superannuation i.e. 58 years.

(Sd.) . . . ,

(ASHISH KUMAR BANSAL),
Registrar (Administration),
for Registrar General.

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 2nd May, 2025

No. 76.—Sh. Vinay Kumar, Joint Registrar, Punjab and Haryana High Court, Chandigarh has retired from services of this Court w.e.f. 30.04.2025 (A.N.) on attaining the age of superannuation i.e. 58 years.

(Sd.) . . . ,

(ASHISH KUMAR BANSAL),
Registrar (Administration),
for Registrar General.

CHANGE OF NAME

I, Rajat Saini S/o Satbir Singh Saini R/o 317, Sector 9, Chandigarh-160009, have changed my name from Rajat Saini to Rajat Khadwalia.

[693-1]

I, Vashist Kumar Vishwkarma S/o Krishan Vishwkarma # 113, Charan Singh Colony, Mouli Jagran, Chandigarh, have changed the name of my minor daughter from Shukh Shanti *alias* Sukhshanti Viswkarma to Sheetal.

[694-1]

I, Hamid Ali S/o Altab Ali R/o # 1724-B, HBC Dhanas, Chandigarh, hereby affirm and declare that my Parents name erroneously mentioned in my Academy Certificates / Ali Documents as Altaf Ali and Ravisal Nisha. The correct name of my Parents may be treated as Aftab Ali (Father) and Rabisul (Mother) for all purposes.

[695-1]

I, Mohamad Faredeen S/o Mohamad Imran, R/o House No. 2608, Palsora, Ambedkar Awas Yojna, Sector 56, Chandigarh, have changed my name from Mohamad Faredeen to Mohamad Fardeen.

[696-1]

I, Pawan Kumar S/o Mehngu Ram # 2071/2, Sector 37-C, Chandigarh, have changed the name of my minor daughter from Jasnum to Jashnam.

[697-1]

I, Syesha Suri Wife of Sh. Sehaj Aggarwal Resident of House No. 115, Sector 18-A, Chandigarh-160018, have changed my name from Syesha Suri to Syesha Aggarwal.

[698-1]

I, Karamjit kaur W/o Karamjit Singh H. No. 1066, Sector 45, Burail, Chandigarh, have changed my name from Karamjit Kaur to Karamjeet kaur.

[699-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."